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**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF WEST SHORES, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Century Development company, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

**PRELIMINARY STATEMENT**

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

For Lots 1 thru 242 and 246 thru 294 in West Shores, a Subdivision in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot." Outlot 7, West Shores, which consists of the West Shores Lake, is herein referred to as the "Lake" or the "West Shores Lake".

The Declarant desires to provide for the preservation of the values and amenities of West Shores, as well as for the maintenance of the character and residential integrity of West Shores.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

Return to: James E. Lang, 11306 Davenport St., Omaha, NE 68154

*Box 35*

*B 16/292*

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**ARTICLE I.  
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for suburban residential. (SF2 & SF3 zones)

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, pool house, mail boxes, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any improvement be commenced, except for Improvements which have been approved by Declarant or Declarant's appointee, the Design Review Board (DRB), as follows:

a. An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, landscaping plans and site plans with grade elevations showing drainage to the (DRB) (herein collectively referred to as the "plans") with a \$250.00 review fee. Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the (DRB) of the Owner's mailing address.

b. (DRB) shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

c. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this

Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No part of any residence, except as hereinafter provided for Lots 1 thru 242, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than fifty (50) feet, nor nearer to the rear Lot line than seventy-five (75) feet, nor nearer to the side Lot line than ten (10) feet. No part of any residence, except as hereinafter provided for Lots 246 thru 294 nearer to the front street right-of-way ("R.O.W.") than fifty (50) feet, nor nearer to the rear lot line than fifty (50) feet, nor nearer to the side Lot line than seven (7) feet. Provided, however, that Declarant shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such lot or lots, so long as the change conforms to the Douglas County, Nebraska Zoning Ordinances.

4. a. Residences designed for construction on Lots 1 through 242 in West Shores will be required to have the following minimum square footage; to wit:

(1) One story residences: 2,000 square feet of finished living area will be required on ground level. (Main floor)

(2) One and one-half story residences: 2,400 square feet of finished living area will be required above the basement level with at least 1,800 square feet of finished living area required on the first floor.

(3) Two story residences: 2,400 square feet of finished living area will be required above basement level, with at least 1,400 square feet of finished living area required on the first floor.

b. Residences designed for construction on all "point lots" with lake frontages of 185 ft or larger will be required to have the following minimum square footage; to wit:

(1) One story residences: 2,500 square feet of finished living area will be required on ground level. (Main floor)

(2) One and one-half story residences: 2,800 square feet of finished living area will be required above the basement level with at least 2,200 square feet of finished living area required on the first floor.

(3) Two story residences: 2,800 square feet of finished living area will be required above basement level, with at least 1,600 square feet of finished living area required on the first floor.

c. Residences designed for construction on Lots 246 through 294 in West Shores will be required to have the following minimum square footage; to-wit:

- (1) One story residences: 1,900 square feet of finished living area will be required on ground level. (Main floor)
- (2) One and one-half story residences; 2,200 square feet of finished living area will be required above the basement level with at least 1,800 square feet of finished living area required on the first floor.

d. The phrase "finished living area" as used in this Section shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence. The term shall not include any area in any basement, garage, porch or attic finished or unfinished. No residence erected on any lot shall be more than two stories in height.

e. Each Residence shall include at least an attached two car garage.

5. No single-family residence shall be created, altered, placed or permitted to remain on any Lot, other than one detached single-family dwelling, which does not exceed two stories in height.

6. All exposed foundation walls must be covered with material such as brick, stone, EFIS or material approved by (DRB). All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with materials approved by (DRB). The roof of all Improvements shall be covered with Wood cedar shingles or shakes, slate, tile, or simulated shakes, of at least a 40 year rated composition asphalt shingle of not less than 360 pounds per square, or other material approved by (DRB). The minimum roof pitch allowed on ranch or one and one-half story residences shall be 8/12. The residential siding types that shall not be allowed are 4' X 8' - 4' X 9' vertical type panels and logs. Vinyl or steel lap siding is allowed, however, only low sheen finishes are acceptable and must be approved by the (DRB). The Residential colors allowed shall be earthtones as approved by (DRB).

#### 7. Lot Grading/Grades

- a. The first 40 feet of the rear lot line from the waters edge must remain in sand.
- b. All grades from the front line of the residence must drain to the street.

- c. Erosion Control must be maintained during the construction period and until vegetation is established on the lot, to avoid run off of excavation and lot grading material to flow into the lake. A silt fence must be installed at the rear of the Lot along the beach line, and must be maintained during construction. All rear down spouts should be discharged in an underground pipe to the water's edge. Any type of wall or terrace installed to minimize beach erosion must be at least forty (40) feet from the rear Lot line.
- d. No excavation material shall be spread across any Lot in such a fashion as to change the grade, contour or drainage of any Lot.
- e. Retaining Walls. No railroad tie walls are permitted.

8. Run Off/Lake Pollution - Guidelines will be adapted and monitored by the Homeowners Association.

9. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot or residence as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

10. No exterior television or radio antenna, satellite receiving dish in excess of twenty-four (24) inches in diameter, or exterior solar heating or cooling device of any sort shall be permitted on any Lot.

11. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time: nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

12. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than within the Residence) for more than twenty (20) days within a calendar year. No motor vehicles may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other

Improvements during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles.

13. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

14. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

15. All fences and landscaping must be approved by the (DRB) or its assigns. Fence types not allowed are wood or chain link. Fence types allowed are iron, metal, or PVC. Fences are allowed only on side yards from the front dwelling line to no nearer than 75 feet from the rear lot line.

16. No above ground swimming pools are allowed.

17. Construction of any Improvement shall be completed within twenty-four (24) months from the date of commencement of excavation or construction of the Improvement.

18. Driveway approaches shall be constructed of concrete, brick or material acceptable to (DRB). Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete, brick or material acceptable to (DRB). No Asphalt overlay of driveway approaches will be permitted.

19. No out Buildings, no stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for a dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by (DRB), or its assigns. Dog houses shall only be allowed adjacent to the rear of the residence, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot without the written permission of the Declarant. The plans proposed site location and materials to be used in the construction of the dog runs or kennels shall be provided to (DRB) for (DRB)'s review.

20. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue on any Lot so as to constitute an actual or potential public nuisance, create a hazard

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or undesirable proliferation, or detract from a neat and trim appearance. No dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches. Lot maintenance shall be the owners responsibility after Engineers certify that lots are buildable and buyers have closed the sale of their lot.

21. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

22. No structure of a temporary character, carport, trailer, basement, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant as an Improvement, pursuant to Paragraph 2 of this Article. No structure or dwelling shall be moved from outside West Shores to any Lot.

23. Only those motor vehicles which are State registered and licensed will be allowed to operate on the West Shores subdivision roads. All motorized vehicles must have mufflers in good operating condition. Only authorized West Shores Lake and Homeowners Association (the "Association") motorized vehicles will be permitted to operate on nonhard surfaced common areas.

24. All hunting is prohibited without a special permit from the Association. Use of firearms, BB guns and air rifles within the West Shores Subdivision is prohibited. No fishing huts are allowed for ice fishing on the Lake within the West Shores Subdivision.

25. There shall be allowed not more than two domestic pets per household. Pets shall be restricted to the Owner's Lot, on a leash, or under direct control of their Owner. All pet violations should be reported in writing to the Board of Directors of the Association and the local Humane Society. Owners will be directly liable for any damage or harm caused by unrestricted pets.

26. Camping over night is prohibited on all Lots which do not have a finished residence on the Lot.

27. Operating snowmobiles, ATV's and other non-licensed motorized vehicles ("Non-Licensed Vehicles") on the common areas and streets within the West Shores Subdivision other than on the frozen surface of the Lake is prohibited. Operating Non-Licensed Vehicles on another Owner's Lot is prohibited. All Non-

Licensed Vehicles are subject to all applicable local and state laws, must be registered with the Association, carry liability insurance and must display an Association sticker and Lot number. Operating Non-Licensed Vehicles across occupied ice skating areas on the Lake is prohibited. Non-Licensed Vehicles may be operated after sunset if equipped with working headlights and taillights. The determination of whether or not the ice depth is adequate for operating Non-Licensed Vehicles is the sole responsibility and liability of the adult Owner of such vehicles.

28. Boats which are not in the water, boat trailers, recreational vehicles, campers and other trailers must be removed from the Owner's Lot within 48 hours unless stored in the garage of the residence. Boats on trailers may be parked in a driveway during the 15 day period between April 15 and April 30 and October 15 and October 30 when Owners are readying their boats for usage and/or storage. Maintaining boats, boat trailers, recreational vehicles, campers and other trailers on the Owner's Lot, other than as set forth herein, is strictly prohibited.

29. The Declarant grants each waterfront Lot Owner the privilege to install a dock in the Lake in front of their respective Lot. All boat docks must be constructed from a polyethylene, vinyl, fiberglass, aluminum or non-rusting material and shall not extend more than 30 feet into the Lake from the Owner's Lake Lot line. The decking on the boat docks can be made of redwood, vinyl or treated wood material. The plans for all docks, showing their material, configuration and size, shall be approved by the DRB or the Association prior to their installation. The boat lifts allowed will be those made of aluminum, such as "Shore Station-Hewitt" etc., or of a non-rusting type of material as approved by the Association, with white or gray canopy covers, or of a canopy color approved by the Association. The plans for all boat lifts showing their size, materials, colors and configuration, must be approved by the DRB or the Association prior to their installation.

30. Boat Houses are prohibited.

31. Lot Owners are prohibited from using the Lake for boating unless construction of their residence has commenced on their Lot and they have a dock and boat lift in place.

32. Lot 243, West Shores, is zoned and designated as a Marina and Commercial Center. Notwithstanding any provision contained herein to the contrary, the owner and/or operator of the Marina on Lot 243, West Shores, is authorized under these Covenants to operate such site as a Marina and Commercial Center, and in operating such site as a Marina, the owner and/or operator of Lot 243 shall be permitted to utilize the Lake in its operation of the Marina for the Owners and their family and guests, for testing the boats of the Owners that are being repaired, for test driving boats that Owners are considering



purchasing and for other normal purposes relating to the operation of the Marina for the Owners, and their family and guests.

**ARTICLE II.**  
**WEST SHORES LAKE AND HOMEOWNERS' ASSOCIATION**

1. The Association. Declarant has caused the incorporation of the West Shores Lake and Homeowners Association, Inc., a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the West Shores Lake and the West Shores Subdivision for the Lot Owners, and their family and guests. The authority and purpose of the Association shall include the following:

a. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the West Shores Lake and collecting dues for the operation and maintenance of the Lake (the "Lake Rules and Regulations"). The Declarant has established the initial Lake Rules and Regulations for the West Shores Lake at the time of recording these Covenants.

b. While Declarant does not intend to provide common facilities, the Association may in the future acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up and replace Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include playgrounds and parks; dedicated and nondedicated roads, pathways, entry areas and green areas; and signs and entrances for the West Shores Subdivision. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

c. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

d. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the West Shores Subdivision; and the protection and maintenance of the residential character of the West Shores Subdivision.

e. The enforcement of these Covenants and the Lake Rules and Regulations, including the authority to bring the appropriate court action, including an action for a temporary restraining order, preliminary injunction or permanent injunction enjoining such violations.

2. Membership and Voting. The West Shores Subdivision is divided into 291 residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owner of each Lot other than Declarant, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

Declarant shall be entitled to fifty (50) votes per Lot owned or sold to a contractor for future construction of a home.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following.:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of the Lake, Lake amenities and Common Facilities, and the enforcement of the rules and regulations regulating to the Lake and Common Facilities.
- b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, medians, thoroughfares or public property within or near the West Shores Subdivision.
- c. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- d. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any common Facility against property damage and casualty, and

purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

- e. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- f. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- g. The deposit, investments and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- h. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association. The Board of Directors of the Association shall have the right to hire a management company to manage and operate the Lake and/or Common Facilities and to assist in the collection of dues.
- i. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- j. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.
- k. The exercise of any and all rights assigned to the Association by Declarant including but not limited to the architectural control of the improvements constructed in West Shores.

4. Mandatory Duties of the Association. The Association shall maintain and repair any amenities such as the Lake, Lake amenities, fences, signage, monuments, landscaping, recreational, etc. which have been or will be installed by Declarant along the entrances and common areas of West Shores.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments

shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or sold by the Declarant to a contractor for future construction of a home.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of

- a. Four Hundred and no/100 dollars (\$400.00) per lot per year.
- b. In each calendar year beginning on January 1, 2002 one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of the Lake, Lake improvements and amenities, and of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Six Hundred and no/100 dollars (\$600.00) per Lot.

11. Excess Dues and Assessments. With the written approval of sixty-six and two-thirds percent (66 2/3%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability of the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any right of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

### **ARTICLE III. WEST SHORES LAKE ASSOCIATION**

1. Rules and Regulations. The Declarant has established the Lake Rules and Regulations for the use of the Lake by the Owners and their guests. At the time Owner purchases a Lot, the Owner shall receive the Lake Rules and Regulations

for the use of the Lake, and will acknowledge receipt of such Lake Rules and Regulations by executing the appropriate receipt. All Owners and their guests are hereby notified that they are bound by the Lake Rules and Regulations for the use of the West Shores Lake established by the Declarant and/or Association, as such rules are now stated and amended from time to time, and the provisions of these Covenants.

2. Restrictions and Covenants Pertaining to the use of the Lake. In addition to the Restrictions and Covenants set forth in Article I hereof, the Declarant hereby establishes the following restrictions and covenants pertaining to the use of the West Shores Lake:

- a. All boats operating on the Lake must comply with all the Lake Rules and Regulations as well as Regulations established by the State of Nebraska for boating.
- b. All boats on the Lake must be owned by Lot Owners, registered with the Association and contain the appropriate and current Association sticker. No other boats shall be permitted on the Lake. All boats (power boats, canoes, paddle boats, fishing boats, sail boats, etc.) must display the Owner's Lot No. and the Association sticker in the size established by the Association in a visible position on the starboard AFT (right rear) side.
- c. Inboard, Inboard-Outboard and Outboard motors are allowed. Air boats, Jet Powered Boats, Jet Powered Watercraft classified as Jet Skis, Wave Runners, or any other Jet Powered Personal Watercraft of any brand, make or model, and Boats with above water exhaust systems are prohibited.
- d. Boat speeding on the Lake is prohibited. The Declarant and/or Association shall establish the boat speed limit on the Lake and set forth such maximum speed limit in the Lake Rules and Regulations. Speed in the launching, marina, shore and dock areas is always NO WAKE, and on the Lake proper between sundown and sunrise, is NO WAKE.
- e. All boats and skiers, and others being pulled by a boat, must remain a minimum of sixty (60) feet from the shore and/or boat lifts and docks.
- f. In addition to the above restrictions and covenants, the use of the Lake shall also be subject to the Lake Rules and Regulations, as amended from time to time.

**ARTICLE IV.**  
**EASEMENTS**

1. A perpetual license and easement is hereby reserved to erect and operate, maintain, repair and renew buried or underground sanitary sewers, storm sewers, water and gas mains and cables, lines or conduits and other electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across land abutting boundary lines of the Lots as platted and recorded.

**ARTICLE V.**  
**GENERAL PROVISIONS**

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant in any manner which it may determine in its full and absolute discretion until all Lots have been sold, or for a period of twelve (12) years from the date hereof, whichever first occurs. Lots sold by Declarant shall not include Lots sold to contractors for future construction of homes. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75) percent of the Lots covered by this Declaration.
3. Century Development Company, L.L.C., or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.
4. Invalidation of any covenant shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15<sup>th</sup> day of February, 2001.

CENTURY DEVELOPMENT COMPANY, L.L.C.,  
a Nebraska limited liability company

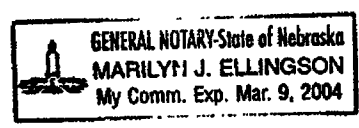
By: F & J Enterprises, Inc., a Nebraska corporation,  
its sole member

By: Frank R Krejci  
Frank R. Krejci, President

STATE OF NEBRASKA )  
)ss.  
COUNTY OF DOUGLAS )

On this 15<sup>th</sup> day of February 2001, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Frank R. Krejci, to me personally known, who being by me duly sworn, did say that he is the President of F & J Enterprises, Inc., a Nebraska corporation, which is the sole member of Century Development Company, L.L.C., a Nebraska limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as a member of and for Century Development Company, L.L.C., a Nebraska limited liability company by authority of the limited liability company, and its member and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the Corporation and the limited liability company by it and by the officer voluntarily executed.

Marilyn J Ellingson  
NOTARY PUBLIC IN AND FOR SAID STATE







BK 1482 PG 643-646



MISC 2001 16286

RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

01 OCT 11 PM 2:16

RECEIVED

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ATJ

*D.*  
*MISC 4 201*  
FEE 165<sup>50</sup> FB \_\_\_\_\_  
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DEL \_\_\_\_\_ SCAN CK FV \_\_\_\_\_

**FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF WEST SHORES, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska, dated February 15, 2001, and recorded on February 22, 2001 in Book 1370 at Pages 1-16 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "Declaration"), is made on the date shown on the close of this instrument, by Century Development Company, L.L.C., a Nebraska limited liability company, who is the owner of the real property herein described and who is the Declarant under the Declaration.

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in Douglas County, Nebraska, which was made subject to the Declaration and is more particularly described as follows:

Lots 1 through 242 and 246 through 294 in West Shores, a Subdivision in Douglas County, Nebraska (the "Property").

WHEREAS, Declarant desires to amend the Declaration and make the Property subject to the following amendments to the covenants, conditions, restrictions and easements set forth in the Declaration;

Return to: James E. Lang of Laughlin, Peterson & Lang, 11306 Davenport Street, Omaha, Nebraska 68154

NOW, THEREFORE, Declarant hereby declares that all of the Property hereinabove described shall be held, sold and conveyed subject to the following amendments to the easements, restrictions, covenants and conditions set forth in the Declaration and as amended herein, for the purpose of protecting the value and desirability of, and which shall run with all of said Property, and shall be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Declaration is amended as follows:

1. Article I, subparagraph 2(b) shall be amended in its entirety to read as follows:

b. (DRB) shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be a developed residential community with homes constructed of high quality materials. No pre-manufactured homes of any kind, other atypical improvements and home designs such as dome houses, A-frame houses, and log houses will be allowed. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

2. Article I, Subparagraph 6, shall be amended in its entirety to read as follows:

6. All exposed foundation walls must be covered with material such as brick, stone, EFIS or material approved by (DRB). All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with materials approved by (DRB). The roof of all Improvements shall be covered with Wood cedar shingles or shakes, slate, tile, or simulated shakes, of at least a 40 year rated composition asphalt shingle of not less than 360 pounds per square, or other material approved by (DRB). The minimum roof pitch allowed on ranch or one and one-half story residences shall be 6/12. The residential siding types that

shall not be allowed are 4' X 8' - 4' X 9' vertical type panels and logs. Horizontal vinyl, steel, wood, or concrete lap siding is allowed so long as such lap siding does not exceed eight inches where exposed to weather, with only low sheen finishes being acceptable which must be approved by the (DRB). The Residential colors allowed shall be earthtones as approved by (DRB).

3. Article I, Subparagraph 15, shall be amended in its entirety to read as follows:

15. All fences and landscaping must be approved by the (DRB) or its assigns. Fence types not allowed are wood or chain link. Fence types allowed are iron, metal, or PVC. Fences are allowed only on side yards from the front dwelling line to no nearer than 75 feet from the rear lot line not to exceed six feet in height.

4. Article II, Subparagraphs 10 and 11, shall be amended in their entirety to read as follows:

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of the Lake, Lake improvements and amenities, and of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to One Thousand and no/100 dollars (\$1,000.00) per Lot.

11. Excess Dues and Assessments. With the written approval of sixty percent (60%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

5. Except as otherwise amended herein, all of the terms and conditions of the original Declaration shall remain in full force and effect as stated.

IN WITNESS WHEREOF, the undersigned, being the owner of all of the Property and being the Declarant, hereby adopts this first amendment to the Declaration for the Property described herein on this 9<sup>th</sup> day of October 2001.





BK 1488 PG 454-456

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

2003 JAN 23 PM 3:43



MISC 2003 02687

RECEIVED

*Misc*  
3 FEE 1600 FB 000-4306  
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SECOND AMENDMENT TO DECLARATION \_\_\_\_\_ SCAN *R* FV \_\_\_\_\_  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF WEST SHORES, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA

*ATI  
29  
Sharon*

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a subdivision in Douglas County, Nebraska, dated February 15, 2001, and recorded on February 22, 2001 in Book 1370 at Pages 1-16 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "Declaration"), is made on the date shown on the close of this instrument, by Century Development, L.L.C., a Nebraska limited liability company, who is the owner of the real property herein described and who is the Declarant under the Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Douglas County, Nebraska, which was made subject to the Declaration and is more particularly described as follows:

Lots 1 through 242 and 246 through 294 in West Shores, a Subdivision in Douglas County, Nebraska (the "Property").

WHEREAS, Declarant desires to amend the Declaration and make the Property subject to the following amendments to the covenants, conditions, restrictions and easements set forth in the Declaration:

Return to: Century Development, 3323 North 107<sup>th</sup> Street, Omaha, NE 68134

*Manlyn*

NOW, THEREFORE, Declarant hereby declares that all of the Property hereinabove described shall be held, sold and conveyed subject to the following amendments to the easements, restrictions, covenants and conditions set forth in the Declaration and as amended herein, for the purpose of protecting the value and desirability of, and which shall run with all of said Property, and shall be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Declaration is amended as follows:

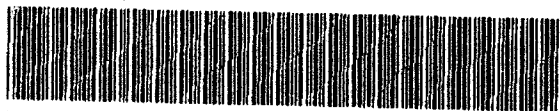
1. Article I, subparagraph 6 shall be amended in its entirety to read as follows:

6. All exposed foundation walls must be covered with material such as brick, stone, EFIS, or material approved by (DRB). All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with materials approved by (DRB). The roof of all Improvements shall be covered with Wood cedar shingles or shakes, slate, tile, simulated shakes, composition asphalt shingles of not less than 360 pounds per square, or other material approved by (DRB). The minimum roof pitch allowed on ranch or one and one-half story residences shall be 6/12. The residential siding types that shall not be allowed are 4' X 8' - 4' X 9' vertical type panels and logs. Horizontal vinyl, steel, wood, or concrete lap siding is allowed so long as such lap siding does not exceed eight inches where exposed to weather, with only low sheen finishes being acceptable which must be approved by the (DRB). The Residential colors allowed shall be earthtones as approved by (DRB).

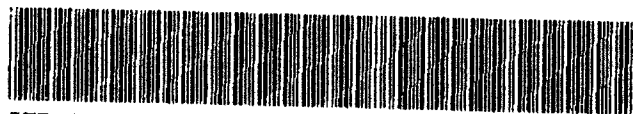
2. Except as otherwise amended herein, all of the terms and conditions of the original Declaration shall remain in full force and effect as stated.

IN WITNESS WHEREOF, the undersigned, being the owner of all the Property and being the Declarant, hereby adopts this second amendment to the Declaration for the Property described herein on this 21<sup>st</sup> day of November, 2002.





MISC 2005117114



SEP 19 2005 15:25 P 5

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 5/ SEP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
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 v 22158

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
9/19/2005 15:25:44.01



2005117114

**THIRD AMENDMENT TO DECLARATION  
 OF COVENANTS, CONDITIONS, RESTRICTIONS  
 AND EASEMENTS OF WEST SHORES, A SUBDIVISION  
 IN DOUGLAS COUNTY, NEBRASKA**

THIS THIRD AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska, dated February 15, 2001, and recorded on February 22, 2001 in Book 1370 at Pages 1-16 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska dated October 9, 2001 and recorded on October 11, 2001 in Book 1402 at Pages 643-646 of the miscellaneous records of the Register of Deeds of Douglas County, Nebraska, and amended by the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska, dated November 21, 2002 and recorded on January 23, 2003 in Book 1488 at Pages 454-456 of the miscellaneous records of the Register of Deeds of Douglas County, Nebraska (together the "Declaration"), is made on the date shown on the close of this instrument, by Century Development Company, L.L.C., a Nebraska limited liability company, who is the owner of lots within the West Shores Subdivision and who is the Declarant under the Declaration.

**WITNESSETH:**

WHEREAS, Declarant is the owner of lots within the West Shores Subdivision and is the Declarant under the Declaration, and has the right to amend the Declaration under Article V of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration and make the Property subject to the following amendment to the covenants, conditions, restrictions and easements set forth in the Declaration; and

Return to: James E. Lang of Laughlin, Peterson & Lang, 11718 Nicholas Street, Suite 101 Omaha, Nebraska 68154



WHEREAS, this Third Amendment to the Declaration shall apply to all of the lots within the West Shores Subdivision which are subject to the Declaration, which are described as follows:

Lots 1 through 242 and 246 through 294 in West Shores, a Subdivision in Douglas County, Nebraska (the "Property").

NOW, THEREFORE, Declarant hereby declares that all of the Property hereinabove described shall be held, sold and conveyed subject to the following amendment to the easements, restrictions, covenants and conditions set forth in the Declaration and as amended herein, for the purpose of protecting the value and desirability of, and which shall run with all of said Property, and shall be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Declaration is amended as follows:

1. Article I, subparagraph 15 shall be amended in its entirety to read as follows:

15. All fences and landscaping must be approved by the (DRB) or its assigns. Fence types not allowed are wood or chain link. Fence types allowed are iron, metal, or PVC. Fences are allowed only on side yards from the front dwelling line to no nearer than 75 feet from the rear lot line, except for fences which are installed to enclose an in ground swimming pool (the "Pool Fence") which is constructed on the lot and which Pool Fence and the related pool improvements shall be subject to the following requirements:

- (a) Pool Fences are allowed to extend only on the side yards from the point 75' from the rear lot line which is the point of the existing permitted fence line under this subparagraph along the side yard to a point no nearer than 50' from the rear lot line, however, the DRB shall have the right in its sole discretion to approve a side yard Pool Fence at a location between the side yard and up to a distance 15' from and parallel to such side yard, depending on the plan. The retaining wall to the rear of the pool can be no higher than 36" and shall be a "non-climbable" retaining wall. Where necessary, the appropriate fence, for safety purposes, shall be installed at the top of the retaining wall which fence height and materials shall be subject to the provisions of this subparagraph.

- (b) The only type of fencing allowed for the Pool Fence from the point 75' from the rear lot line to 50' from the rear lot line is a non-privacy wrought iron or similar PVC fencing approved by the DRB.
- (c) No fence of any type will be allowed nearer than 50' from the rear lot line.
- (d) Concrete, brick and stone piers and metal/PVC fence posts are allowed within the area from 75' from the rear lot line to 50' from the rear lot line, however, such concrete, brick and stone piers and metal/PVC fence posts can have a width no larger than two feet by two feet, be no closer than 10 feet apart and have a height of not more than six feet.
- (e) A maximum height of the fence within the area from 75' from the rear lot line to 50' from the rear lot line shall be a 72" high fence.
- (f) Any permanent structure that is around the in ground pool or pool deck can be no taller than 36" from the ground level (i.e. pool ladders, diving boards, fountains, water falls, shrubs, or planted pots).
- (g) The fencing to the rear of the pool can be no closer than 50' from the rear lot line and together with the retaining wall, cannot be any higher than 72", which fence shall also meet the same material and approval requirements of the Pool Fence described in this subparagraph.
- (h) The closest the pool can be from the side yard lot line is 20' and from the rear lot line is 60'.
- (i) All pools must have a leak detection device or a monitoring well installed to detect any pool leaks. No pool can be drained through the residential grinder system, nor to the lake, street, storm sewer or drainage ditch. The property owner must drain the pool by using a tank truck.
- (j) Prior to constructing the in ground pool, the owner must first deliver two (2) sets of construction plans, landscaping plans and site



NOTE: THE ONLY TYPE OF FENCING ALLOWED BEYOND THE 75'-0" BUILDING SETBACK LINE WILL BE A NON-PRIVACY WROUGHT IRON OR SIMILAR PVC FENCING AS APPROVED BY THE DRB

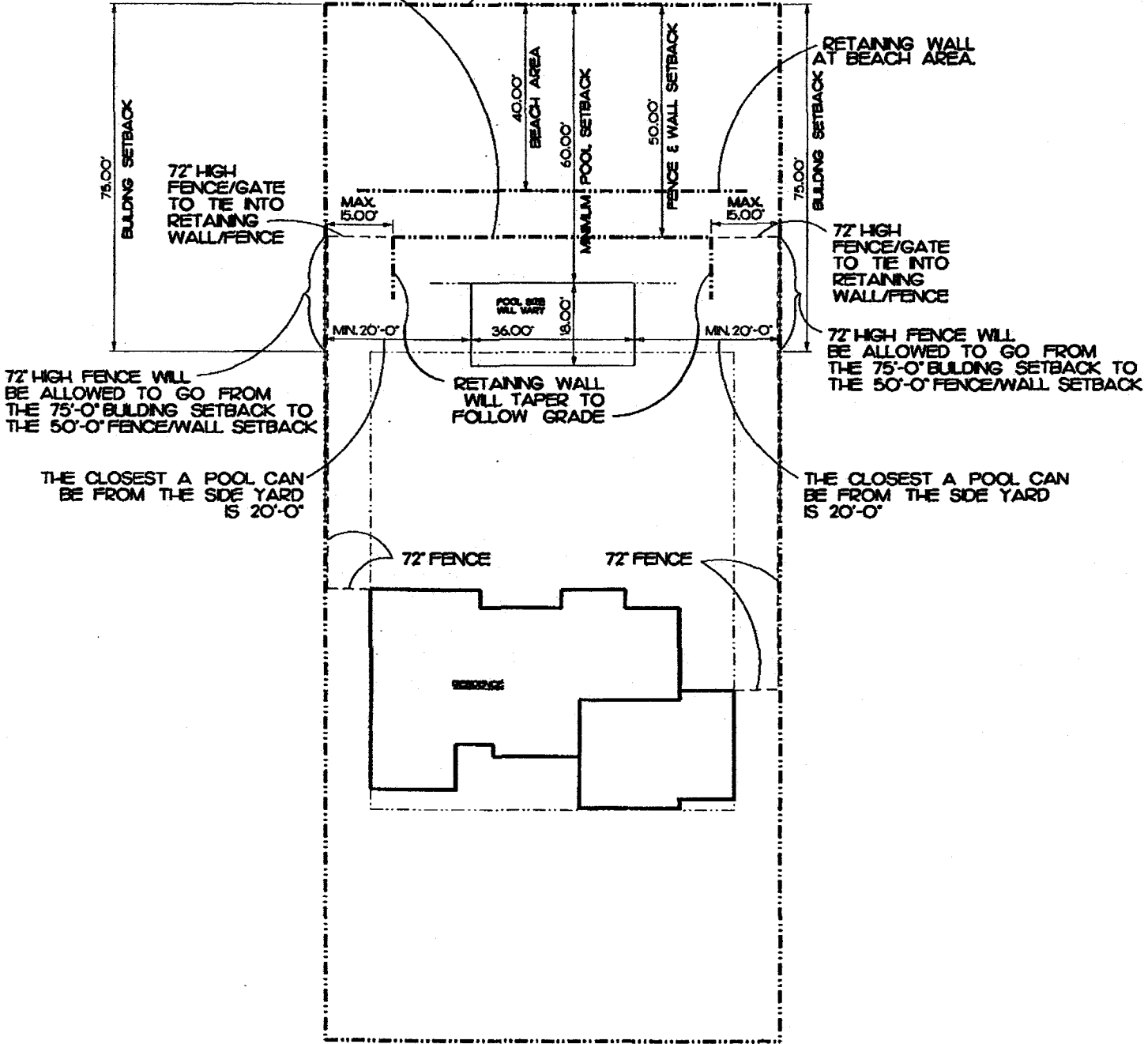
ANY PERMANENT STRUCTURE THAT IS AROUND A POOL OR POOL DECK CAN BE NO TALLER THAN 36" FROM THE GROUND (IE. POOL LADDERS, DIVING BOARDS, FOUNTAINS, WATERFALLS, SHRUBS OR POTTED PLANTS. THIS IS TO HELP IN MAINTAINING VIEWS OF THE LAKE FROM ADJACENT LOTS.

NO FENCE OF ANY TYPE WILL BE ALLOWED TO GO BEYOND A SETBACK LINE OF 50'-0" FROM THE REAR LOT LINE

NO CONCRETE/BRICK/STONE PIERS ARE ALLOWED CLOSER THAN THE 75'-0" BUILDING SETBACK. ONLY THE METAL/PVC FENCE POSTS WILL BE ALLOWED.

36" FENCE W/ NON-CLIMBABLE WALL BELOW TO MEET REQUIREMENTS FOR POOL ENCLOSURES

NOTE: IF REAR LOT LINE IS CURVED, THEN ALL SETBACKS ARE TO FOLLOW CURVE



WEST SHORES INGROUND POOL  
NO SCALE



MISC 2008090403



SEP 15 2008 08:35 P 4

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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 9/15/2008 08:35:50.33



2008090403

THE ABOVE SPACE IS FOR THE REGISTER OF DEEDS RECORDING INFORMATION

RETURN TO: CENTURY DEVELOPMENT COMPANY, 1505 NORTH 203<sup>RD</sup> STREET, ELKHORN, NE 68022

**LEGAL DESCRIPTION:**

Lot 1, West Shores Replat 2, being a replat of Lots 178 and 179, West Shores; and Lots 1 through 177, Lots 180 through 242, and Lots 246 through 294, West Shores, both being subdivisions in Douglas County, Nebraska

FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF WEST SHORES, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA

THIS FOURTH AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a subdivision in Douglas County, Nebraska, dated February 15, 2001, and recorded on February 22, 2001 in Book 1370 at Pages 1-16 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska dated October 9, 2001 and recorded on October 11, 2001 in Book 1402 at Pages 643-646 of the miscellaneous records of the Register of Deeds of Douglas County, Nebraska, and amended by the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska, dated November 21, 2002 and recorded on January 23, 2003 in Book 1488 at Pages 454-456 of the miscellaneous records of the Register of Deeds of Douglas County, Nebraska and amended by the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision in Douglas County, Nebraska, dated September 8, 2005 and recorded on September 19, 2005 as Instrument Number 2005117114 in the office of the Register of Deeds of Douglas County, Nebraska (together the "Declaration"), is made on the date shown on the close of this instrument, by Century Development, L.L.C., a Nebraska limited liability company, who is the owner of the real property herein described and who is the Declarant under the Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Douglas County, Nebraska, which was made subject to the Declaration and is more particularly described as follows:

Lot 1, West Shores Replat 2, being a replat of Lots 178 and 179, West Shores; and Lots 1 through 177, Lots 180 through 242, and Lots 246 through 294, West Shores, both being subdivisions in Douglas County, Nebraska (Property).

WHEREAS, Declarant desires to amend the Declaration and make the Property subject to the following amendments to the covenants, conditions, restrictions and easements set forth in the Declaration:

NOW, THEREFORE, Declarant hereby declares that all of the Property hereinabove described shall be held, sold and conveyed subject to the following

Return to: Century Development, 1505 North 203<sup>rd</sup> Street, Elkhorn, NE 68022

amendments to the easements, restrictions, covenants and conditions set forth in the Declaration and as amended herein, for the purpose of protecting the value and desirability of, and which shall run with all of said Property, and shall be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Declaration is amended as follows:

1. Article I, Paragraph 2(a) shall be amended in its entirety to read as follows:

- a. An Owner desiring to erect an Improvement to any Lot shall deliver two sets of construction plans, landscaping plans and site plans with grade elevations showing drainage (herein collectively referred to as the "plans") to the DRB with a \$250.00 nonrefundable review fee and a \$2,500.00 construction impact deposit made payable to the West Shores Homeowners Association (the "Association"). DRB shall transmit the construction impact deposit to Association within three (3) days of receipt. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, Owner shall notify the DRB of Owner's mailing address. The construction impact deposit will be deposited into Association's operating account and any interest shall accrue for the benefit of Association only. If, in the sole and absolute discretion of DRB or Association, Owner or its employees, independent contractors, successors or assigns, fail to adequately maintain Owner's Lot and surrounding areas free of debris, construction materials, dirt and other impacts from said construction, then the construction impact deposit may be used by DRB or Association, in their sole and absolute discretion, for upkeep and maintenance of the Owner's Lot and surrounding Lots which may be impacted by construction activities on Owner's Lot, which may include but is not limited to the following: removing trash, installing silt fence, cleaning the street, removing silt and re-seeding surrounding lots. Owner, by submission of plans to DRB grants all necessary approvals, easements and licenses to DRB, Association and any of their respective representatives or contractors to carry out the intentions of this paragraph. In the event that DRB, in its sole and absolute discretion, or Association if appointed by DRB, undertakes any actions due to impact by construction activities from Owner's Lot, Owner agrees to hold DRB, Association and their respective representatives and contractors harmless from any and all claims,







MISC 2013006361



JAN 18 2013 14:27 P 19

Fee amount: 118.00  
FB: OW-43061  
COMP: MB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
01/18/2013 14:27:22.00



2013006361

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF WEST SHORES, A  
SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA**

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth, is made by Century Development Company, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

**PRELIMINARY STATEMENT**

The Declarant is the owner of certain real property located within the West Shores Subdivision in Douglas County, Nebraska. The Declarant amends and restates this Declaration pursuant to its authority contained in Article V, paragraph 2 of the Declaration of Covenants, Conditions, Restrictions and Easements of West Shores, a Subdivision of Douglas County, Nebraska, recorded February 22, 2001 in Book 1370 Pages 1 through 16 of the Miscellaneous Records of Douglas County, Nebraska, and indexed as Instrument No. 2001 02428.

**0w-43061**

This Declaration applies to Lots 1 through 177, 180 through 242, and 246 through 294 in West Shores; Lot 1, West Shores Replat 2, being a replat of Lots 178 and 179 West Shores, a Subdivision in Douglas County, Nebraska. **0w-43063**

This Amended and Restated Declaration replaced the Declaration of Covenants recorded on February 22, 2001 in Miscellaneous Records at Book 1370, Pages 1 thru 16; the First Amendment to Declaration of Covenants recorded on October 11, 2001 in Miscellaneous Records at Book 1402 Page 643 through 646; the Second Amendment to the Declaration of Covenants recorded on January 23, 2003 in Miscellaneous Records at Book 1488 Pages 454 through 456; the Third Amendment to Declaration of Covenants recorded on September 19, 2005 in Miscellaneous Records as Instrument No. 2005117114; and the Fourth Amendment to Declaration of Covenants recorded on September 15, 2008 in Miscellaneous Records as Instrument No. 2008090403, filed in the office of the Register of Deeds of Douglas County, Nebraska.

Return to: James E. Lang, 11718 Nicholas Street, Suite 101, Omaha, NE 68154

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot." Outlot 7, West Shores, which consists of the West Shores Lake, is herein referred to as the "Lake" or the "West Shores Lake".

The Declarant desires to provide for the preservation of the values and amenities of West Shores, as well as for the maintenance of the character and residential integrity of West Shores.

NOW, THEREFORE, the Declarant hereby amends the original Declaration and the Amendments thereto referred to above and declares that each and all of the Lots shall hereafter be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

#### **ARTICLE I. RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for suburban residential. (SF2 & SF3 zones)

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, pool house, mail boxes, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any improvement be commenced, except for Improvements which have been approved by Declarant or Declarant's appointee, the Design Review Board (DRB), as follows:

a. An Owner desiring to erect an Improvement to any Lot shall deliver two sets of construction plans, landscaping plans and site plans with grade elevations showing drainage (herein collectively referred to as the "plans") to the DRB with a \$250.00 nonrefundable review fee and a \$2,500.00 construction impact deposit made payable to the West Shores Homeowners Association (the "Association"). DRB shall transmit the construction impact deposit to Association within three (3) days of receipt. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, Owner shall

notify the DRB of Owner's mailing address. The construction impact deposit will be deposited into Association's operating account and any interest shall accrue for the benefit of Association only. If, in the sole and absolute discretion of DRB or Association, Owner or its employees, independent contractors, successors or assigns, fail to adequately maintain Owner's Lot and surrounding areas free of debris, construction materials, dirt and other impacts from said construction, then the construction impact deposit may be used by DRB or Association, in their sole and absolute discretion, for upkeep and maintenance of the Owner's Lot and surrounding Lots which may be impacted by construction activities on Owner's Lot, which may include but is not limited to the following: removing trash, installing silt fence, cleaning the street, removing silt and re-seeding surrounding lots. Owner, by submission of plans to DRB grants all necessary approvals, easements and licenses to DRB, Association and any of their respective representatives or contractors to carry out the intentions of this paragraph. In the event that DRB, in its sole and absolute discretion, or Association if appointed by DRB, undertakes any actions due to impact by construction activities from Owner's Lot, Owner agrees to hold DRB, Association and their respective representatives and contractors harmless from any and all claims, demands, complaints, causes of action and liabilities relating thereto, from any persons whomsoever. Once construction activities are completed on Owner's Lot, a certificate of occupancy is issued and all required sidewalks, sod and trees are installed, Owner shall be entitled to a refund of any remaining portion of the construction deposit that has not been utilized by DRB or Association.

b. (DRB) shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be a developed residential community with homes constructed of high quality materials. No pre-manufactured homes of any kind, other atypical improvements and home designs such as dome houses, A-frame houses, and log houses will be allowed. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

c. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No part of any residence, except as hereinafter provided for Lots 1 thru 242, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than fifty (50) feet, nor nearer to the rear Lot line than seventy-five (75) feet, nor nearer to the side Lot line than ten (10) feet. No part of any residence, except as hereinafter provided for Lots 246 thru 294 nearer to the front street right-of-way ("R.O.W.") than fifty (50) feet, nor nearer to the rear lot line than fifty (50) feet, nor nearer to the side Lot line than seven (7) feet. Provided, however, that Declarant shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such lot or lots, so long as the change conforms to the Douglas County, Nebraska Zoning Ordinances.

4. a. Residences designed for construction on Lots 1 through 242 in West Shores will be required to have the following minimum square footage; to wit:

(1) One story residences: 2,000 square feet of finished living area will be required on ground level. (Main floor)

(2) One and one-half story residences: 2,400 square feet of finished living area will be required above the basement level with at least 1,800 square feet of finished living area required on the first floor.

(3) Two story residences: 2,400 square feet of finished living area will be required above basement level, with at least 1,400 square feet of finished living area required on the first floor.

b. Residences designed for construction on all "point lots" with lake frontages of 185 ft. or larger will be required to have the following minimum square footage; to wit:

(1) One story residences: 2,500 square feet of finished living area will be required on ground level. (Main floor)

(2) One and one-half story residences: 2,800 square feet of finished living area will be required above the basement level with at least 2,200 square feet of finished living area required on the first floor.

(3) Two story residences: 2,800 square feet of finished living area will be required above basement level, with at least 1,600 square feet of finished living area required on the first floor.

c. Residences designed for construction on Lots 246 through 294 in West Shores will be required to have the following minimum square footage; to-wit:

(1) One story residences: 1,900 square feet of finished living area will be required on ground level. (Main floor)

(2) One and one-half story residences; 2,200 square feet of finished living area will be required above the basement level with at least 1,800 square feet of finished living area required on the first floor.

d. The phrase "finished living area" as used in this Section shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence. The term shall not include any area in any basement, garage, porch or attic finished or unfinished. No residence erected on any lot shall be more than two stories in height.

e. Each Residence shall include at least an attached two car garage.

5. No single-family residence shall be created, altered, placed or permitted to remain on any Lot, other than one detached single-family dwelling, which does not exceed two stories in height.

6. All exposed foundation walls must be covered with material such as brick, stone, EFIS, or material approved by (DRB). All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with materials approved by (DRB). The roof of all Improvements shall be covered with Wood cedar shingles or shakes, slate, tile, simulated shakes, composition asphalt shingles of not less than 360 pounds per square, or other material approved by (DRB). The minimum roof pitch allowed on ranch or one and one-half story residences shall be 6/12. The residential siding types that shall not be allowed are 4' X 8' - 4' X 9' vertical type panels and logs. Horizontal vinyl, steel, wood, or concrete lap siding is allowed so long as such lap

siding does not exceed eight inches where exposed to weather, with only low sheen finishes being acceptable which must be approved by the (DRB). The Residential colors allowed shall be earth tones as approved by (DRB).

7. Lot Grading/Grades

a. The first 40 feet of the rear lot line from the water's edge must remain in sand.

b. All grades from the front line of the residence must drain to the street.

c. Erosion Control must be maintained during the construction period and until vegetation is established on the lot, to avoid run off of excavation and lot grading material to flow into the lake. A silt fence must be installed at the rear of the Lot along the beach line, and must be maintained during construction. All rear down spouts should be discharged in an underground pipe to the water's edge. Any type of wall or terrace installed to minimize beach erosion must be at least forty (40) feet from the rear Lot line.

d. No excavation material shall be spread across any Lot in such a fashion as to change the grade, contour or drainage of any Lot.

e. Retaining Walls. No railroad tie walls are permitted.

8. Run Off/Lake Pollution – Guidelines and/or Rules will be adopted, monitored and enforced by the Association. These Rules shall include but not be limited to sand and erosion control and allow for restriction on lake access for the prevention of pollutants such as zebra mussels and other invasive pollutants deemed hazardous to the safety of the lake.

9. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot or residence as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

10. No exterior television or radio antenna, satellite receiving dish in excess of twenty-four (24) inches in diameter, or exterior solar heating or cooling device of any sort shall be permitted on any Lot.

11. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time: nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building

material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

12. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than within the Residence) for more than twenty (20) days within a calendar year. No motor vehicles may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles.

13. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

14. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

15. All fences and landscaping must be approved by the (DRB) or its assigns. Fence types not allowed are wood or chain link. Fence types allowed are iron, metal, or PVC. Fences are allowed only on side yards from the front dwelling line to no nearer than 75 feet from the rear lot line, except for fences which are installed to enclose an in ground swimming pool (the "Pool Fence") which is constructed on the lot and which Pool Fence and the related pool improvements shall be subject to the following requirements:

a. Pool Fences are allowed to extend only on the side yards from the point 75' from the rear lot line which is the point of the existing permitted fence line under this subparagraph along the side yard to a point no nearer than 50' from the rear lot line, however, the DRB shall have the right in its sole discretion to approve a side yard Pool Fence at a location between the side yard and up to a distance 15' from and parallel to such side yard, depending on the plan. The retaining wall to the rear of the pool can be no higher than 36" and shall be a "non-climbable" retaining wall. Where necessary, the appropriate fence, for safety purposes, shall be installed at the top of the retaining wall which fence height and materials shall be subject to the provisions of this subparagraph.

b. The only type of fencing allowed for the Pool Fence from the

point 75' from the rear lot line to 50' from the rear lot line is a non-privacy wrought iron or similar PVC fencing approved by the DRB.

c. No fence, except pool fences will be allowed nearer than 50' from the rear lot line. No pool fence shall be allowed nearer than 40' from the rear lot line, provided it is installed atop a non-climbable wall and does not exceed 48 inches in height.

d. Concrete, brick and stone piers and metal/PVC fence posts are allowed within the area from 75' from the rear lot line to 50' from the rear lot line, however, such concrete, brick and stone piers and metal/PVC fence posts can have a width no larger than two feet by two feet, be no closer than 10 feet apart and have a height of not more than six feet.

e. A maximum height of the fence within the area from 75' from the rear lot line to 50' from the rear lot line shall be a 72" high fence.

f. Any permanent structure that is around the in ground pool or pool deck can be no taller than 36" from the ground level (i.e. pool ladders, diving boards, fountains, water falls, shrubs, or planted pots).

g. The fencing to the rear of the pool can be no closer than 50' from the rear lot line and together with the retaining wall, cannot be any higher than 72", which fence shall also meet the same material and approval requirements of the Pool Fence described in this subparagraph.

h. The closest the pool can be from the side yard lot line is 20' and from the rear lot line is 60'.

i. All pools must have a leak detection device or a monitoring well installed to detect any pool leaks. No pool can be drained through the residential grinder system, nor to the lake, street, storm sewer or drainage ditch. The property owner must drain the pool by using a tank truck.

j. Prior to constructing the in ground pool, the owner must first deliver two (2) sets of construction plans, landscaping plans and site plans with the grade elevations to the DRB pursuant to Article I, Paragraph 2 of the Declaration for approval. The plans must show the pool location, pool fence, retaining wall, landscaping and all improvements related to the pool along with a description of the materials used, the dimensions of all improvements and the location of all improvements. An example of an in ground pool plan consistent with these requirements is attached hereto as Exhibit "A".

16. No above ground swimming pools are allowed.



17. Construction of any Improvement shall be completed within twenty-four (24) months from the date of commencement of excavation or construction of the Improvement.

18. Driveway approaches shall be constructed of concrete, brick or material acceptable to (DRB). Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete, brick or material acceptable to (DRB). No Asphalt overlay of driveway approaches will be permitted.

19. No out Buildings, no stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for a dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by (DRB), or its assigns. Dog houses shall only be allowed adjacent to the rear of the residence, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot without the written permission of the Declarant. The plans proposed site location and materials to be used in the construction of the dog runs or kennels shall be provided to (DRB) for (DRB)'s review.

20. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. No dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches. Lot maintenance shall be the owner's responsibility after Engineers certify that lots are buildable and buyers have closed the sale of their lot.

21. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

22. No structure of a temporary character, carport, trailer, basement, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant as an Improvement, pursuant to Paragraph 2 of this

Article. No structure or dwelling shall be moved from outside West Shores to any Lot.

23. Only those motor vehicles which are State registered and licensed will be allowed to operate on the West Shores subdivision roads. All motorized vehicles must have mufflers in good operating condition. Only authorized West Shores Lake and Homeowners Association (the "Association") motorized vehicles will be permitted to operate on non-hard surfaced common areas.

24. All hunting is prohibited without a special permit from the Association. Use of firearms, BB guns and air rifles within the West Shores Subdivision is prohibited. No fishing huts are allowed for ice fishing on the Lake within the West Shores Subdivision.

25. There shall be allowed not more than two domestic pets per household. Pets shall be restricted to the Owner's Lot, on a leash, or under direct control of their Owner. All pet violations should be reported in writing to the Board of Directors of the Association and the local Humane Society. Owners will be directly liable for any damage or harm caused by unrestricted pets.

26. Camping overnight is prohibited on all Lots which do not have a finished residence on the Lot.

27. Operating snowmobiles, ATV's and other non-licensed motorized vehicles ("Non-Licensed Vehicles") on the common areas and streets within the West Shores Subdivision other than on the frozen surface of the Lake is prohibited. Operating Non-Licensed Vehicles on another Owner's Lot is prohibited. All Non-Licensed Vehicles are subject to all applicable local and state laws, must be registered with the Association, carry liability insurance and must display an Association sticker and Lot number. Operating Non-Licensed Vehicles across occupied ice skating areas on the Lake is prohibited. Non-Licensed Vehicles may be operated after sunset if equipped with working headlights and taillights. The determination of whether or not the ice depth is adequate for operating Non-Licensed Vehicles is the sole responsibility and liability of the adult Owner of such vehicles.

28. Boats which are not in the water, boat trailers, recreational vehicles, campers and other trailers must be removed from the Owner's Lot within 48 hours unless stored in the garage of the residence. Boats on trailers may be parked in a driveway during the 15 day period between April 15 and April 30 and October 15 and October 30 when Owners are readying their boats for usage and/or storage. Maintaining boats, boat trailers, recreational vehicles, campers and other trailers on the Owner's Lot, other than as set forth herein, is strictly prohibited. The Association Board of Directors shall have the authority to

provide temporary extensions to such storage requirements in the event of extreme high or low lake level conditions which may impact the operation of boat lifts, any such extension shall be granted at the sole discretion of the Association Board of Directors.

29. The Declarant grants each waterfront Lot Owner the privilege to install a dock in the Lake in front of their respective Lot. All boat docks must be constructed from a polyethylene, vinyl, fiberglass, aluminum or non-rusting material and shall not extend more than 40 feet into the Lake from the Owner's Lake Lot line. The decking on the boat docks can be made of redwood, vinyl or treated wood material. The plans for all docks, showing their material, configuration and size, shall be approved by the DRB or the Association prior to their installation. The boat lifts allowed will be those made of aluminum, such as "Shore Station-Hewitt" etc., or of a non-rusting type of material as approved by the Association, with white, tan, or gray canopy covers, or of a canopy color approved by the Association. The plans for all boat lifts showing their size, materials, colors and configuration, must be approved by the DRB or the Association prior to their installation.

30. Boat Houses are prohibited.

31. Lot Owners are prohibited from using the Lake for boating unless construction of their residence has commenced on their Lot and they have a dock and boat lift in place.

32. Lot 243, West Shores, is zoned and designated as a Marina and Commercial Center. Notwithstanding any provision contained herein to the contrary, the owner and/or operator of the Marina on Lot 243, West Shores, is authorized under these Covenants to operate such site as a Marina and Commercial Center, and in operating such site as a Marina, the owner and/or operator of Lot 243 shall be permitted to utilize the Lake in its operation of the Marina for the Owners and their family and guests, for testing the boats of the Owners that are being repaired, for test driving boats that Owners are considering purchasing and for other normal purposes relating to the operation of the Marina for the Owners, and their family and guests.

## **ARTICLE II.**

### **WEST SHORES LAKE AND HOMEOWNERS' ASSOCIATION**

1. The Association. Declarant has caused the incorporation of the West Shores Lake and Homeowners Association, Inc., a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the West Shores Lake and the West Shores Subdivision for the Lot

Owners, and their family and guests. The authority and purpose of the Association shall include the following:

a. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the West Shores Lake and collecting dues for the operation and maintenance of the Lake (the "Lake Rules and Regulations"). The Declarant has established the initial Lake Rules and Regulations for the West Shores Lake at the time of recording these Covenants.

b. While Declarant does not intend to provide common facilities, the Association may in the future acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up and replace Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include playgrounds and parks; dedicated and non-dedicated roads, pathways, entry areas and green areas; and signs and entrances for the West Shores Subdivision. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

c. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

d. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the West Shores Subdivision; and the protection and maintenance of the residential character of the West Shores Subdivision.

e. The enforcement of these Covenants and the Lake Rules and Regulations, including the authority to bring the appropriate court action, including an action for a temporary restraining order, preliminary injunction or permanent injunction enjoining such violations. In addition to all other rights and remedies available to the Association in the event of a violation or breach of any of the Covenants or Lake Rules and Regulations, the Association shall have the right to assess the property owner who is responsible for such violation the amount incurred by the Association in remedying the violation and enforcing the Covenants and Rules, which includes, but is not limited to, reasonable labor and material costs incurred by the Association in fixing, repairing and/or remedying the violation or enforcing the Covenants and Rules, an administration fee of 10% of such costs to reimburse the Association for its efforts in remedying the violations and enforcing the Covenants and Rules, reasonable attorney fees,

court costs, and other reasonable expenses incurred in enforcing the Covenants and Rules, and interest on such costs and expenses paid by the Association at the rate of 10% per annum until paid.

2. Membership and Voting. The West Shores Subdivision is divided into 291 residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owner of each Lot other than Declarant, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

Declarant shall be entitled to fifty (50) votes per Lot owned or sold to a contractor for future construction of a home.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following.:

a. The acquisition, development, maintenance, repair, replacement, operation and administration of the Lake, Lake amenities and Common Facilities, and the enforcement of the rules and regulations regulating to the Lake and Common Facilities.

b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, medians, thoroughfares or public property within or near the West Shores Subdivision.

c. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

d. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

e. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

f. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

g. The deposit, investments and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

h. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association. The Board of Directors of the Association shall have the right to hire a management company to manage and operate the Lake and/or Common Facilities and to assist in the collection of dues.

i. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

j. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

k. The exercise of any and all rights assigned to the Association by Declarant including but not limited to the architectural control of the improvements constructed in West Shores.

4. Mandatory Duties of the Association. The Association shall maintain and repair any amenities such as the Lake, Lake amenities, fences, signage, monuments, landscaping, recreational, etc. which have been or will be installed by Declarant along the entrances and common areas of West Shores.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein

referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or sold by the Declarant to a contractor for future construction of a home.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of

a. Five Hundred and no/100 dollars (\$500.00) per lot per year.

b. In each calendar year beginning on January 1, 2002 one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of

the Lake, Lake improvements and amenities, and of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to One Thousand and no/100 dollars (\$1,000.00) per Lot.

11. Excess Dues and Assessments. With the written approval of sixty percent (60%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability of the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any right of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.



**ARTICLE III.**  
**WEST SHORES LAKE ASSOCIATION**

1. Rules and Regulations. The Declarant has established the Lake Rules and Regulations for the use of the Lake by the Owners and their guests. At the time Owner purchases a Lot, the Owner shall receive the Lake Rules and Regulations for the use of the Lake, and will acknowledge receipt of such Lake Rules and Regulations by executing the appropriate receipt. All Owners and their guests are hereby notified that they are bound by the Lake Rules and Regulations for the use of the West Shores Lake established by the Declarant and/or Association, as such rules are now stated and amended from time to time, and the provisions of these Covenants.

2. Restrictions and Covenants Pertaining to the use of the Lake. In addition to the Restrictions and Covenants set forth in Article I hereof, the Declarant hereby establishes the following restrictions and covenants pertaining to the use of the West Shores Lake:

a. All boats operating on the Lake must comply with all the Lake Rules and Regulations as well as Regulations established by the State of Nebraska for boating.

b. All boats on the Lake must be owned by Lot Owners, registered with the Association and contain the appropriate and current Association sticker. No other boats shall be permitted on the Lake. All boats (power boats, canoes, paddle boats, fishing boats, sail boats, etc.) must display the Owner's Lot No. and the Association sticker in the size established by the Association in a visible position on the starboard AFT (right rear) side.

c. Inboard, Inboard-Outboard and Outboard motors are allowed. Air boats, Jet Powered Boats, Jet Powered Watercraft classified as Jet Skis, Wave Runners, or any other Jet Powered Personal Watercraft of any brand, make or model, and Boats with above water exhaust systems are prohibited.

d. Boat speeding on the Lake is prohibited. The Declarant and/or Association shall establish the boat speed limit on the Lake and set forth such maximum speed limit in the Lake Rules and Regulations. Speed in the launching, marina, shore and dock areas is always NO WAKE, and on the Lake proper between one half hour after sundown and one half hour before sunrise, is NO WAKE.

e. All boats and skiers, and others being pulled by a boat, must remain a minimum of ninety (90) feet from the shore and/or boat lifts and docks.

f. In addition to the above restrictions and covenants, the use of the Lake shall also be subject to the Lake Rules and Regulations, as amended from time to time.

#### **ARTICLE IV.** **EASEMENTS**

A perpetual license and easement is hereby reserved to erect and operate, maintain, repair and renew buried or underground sanitary sewers, storm sewers, water and gas mains and cables, lines or conduits and other electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across land abutting boundary lines of the Lots as platted and recorded.

#### **ARTICLE V.** **GENERAL PROVISIONS**

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant in any manner which it may determine in its full and absolute discretion until all Lots have been sold, or for a period of twelve (12) years from February 15, 2001, whichever first occurs. Lots sold by Declarant shall not include Lots sold to contractors for future construction of homes. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75) percent of the Lots covered by this Declaration.

3. Century Development Company, L.L.C., or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

